



## County of San Diego

Department of Purchasing & Contracting  
5560 Overland Ave, Ste 270  
San Diego, CA 92123-1204  
PH: (858) 505-6367 FAX: (858) 715-6452

## PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 550579 - 1  
P.O.Type: BLANKET  
Date: 12-MAR-15  
Effective Date: 04-FEB-15 - 30-JUN-16  
Not to Exceed: \$92,000.00

Authorized By: OSCAR L GARCIA  
Phone No: 858-505-6351

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### SUPPLIER:

PENSKE TRUCK LEASING COMPANY LP  
2675 MORGANTOWN ROAD  
PO BOX 1321  
READING, PA 19603-1321

### TERMS:

Payments: NET 30 DAYS  
F.O.B.: DESTINATION  
Freight: PREPAID  
Carrier: BEST METHOD

### SEND ORIGINAL INVOICE TO:

REGISTRAR OF VOTERS  
ATTN: ACCOUNTING & SUPPLIES  
5600 OVERLAND AVE STE 100  
SAN DIEGO, CA 92123

### SHIP TO:

REGISTRAR OF VOTERS  
5600 OVERLAND AVE. STE 100  
SAN DIEGO, CA 92123

### REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER  
OR AS OTHERWISE SPECIFIED BY THE ORDERING  
DEPARTMENT

### NOTE TO THE SUPPLIER:

DEPARTMENT CONTACT: LYN DIOSA (858) 505-7209 // VENDOR CONTACT: FAVIO ORTEGA (619) 564-2668

### ORDER ITEMS:

#### Line: 1

Quantity:	N/A	UOM:	DOLLAR	Unit Price:	1.00	Total Line Price:	\$	N/A
UNSPSC:	781118.0900	Item #:		Taxable:		(including Tax)		
Description:	15' TRUCK RENTAL AT A RATE OF \$485 PER WEEK WITH UNLIMITED MILES PER ATTACHED SCOPE OF WORK AND RFQ QUOTE							

#### Line: 2

Quantity:	N/A	UOM:	DOLLAR	Unit Price:	1.00	Total Line Price:	\$	N/A
UNSPSC:	781118.0900	Item #:		Taxable:		(including Tax)		
Description:	24' TRUCK RENTAL AT A RATE OF \$645 PER WEEK WITH UNLIMITED MILES PER ATTACHED SCOPE OF WORK AND RFQ QUOTE							

#### Line: 3

Quantity:	N/A	UOM:	DOLLAR	Unit Price:	1.00	Total Line Price:	\$	N/A
UNSPSC:	781118.0900	Item #:		Taxable:		(including Tax)		
Description:	CARGO VAN RENTAL AT A RATE OF \$270 PER WEEK WITH UNLIMITED MILES PER ATTACHED SCOPE OF WORK AND RFQ QUOTE							

### ADDITIONAL INFORMATION :

THIS BLANKET PURCHASE AGREEMENT (BPA) AUTHORIZES PENSKE TO ACCEPT RELEASES FROM THE COUNTY OF SAN DIEGO FOR TRUCK AND CARGO VAN RENTALS IN ACCORDANCE WITH RFQ 6726. QUALITY OF PRODUCT RECEIVED MUST BE ACCEPTABLE TO THE RECEIVING DEPARTMENT.

**COUNTY OF SAN DIEGO**  
**STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. Acceptance: By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. Affirmative Action. If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. Assignment. This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. Cash Discounts. In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. Changes. County shall recognize no change to this order by Vendor without written approval.
7. Compliance With Laws. Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. Governing Law. This contract shall be construed and interpreted according to the laws of the State of California.
9. Delivery. Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. Food Products.
  - A. Package. Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
  - B. Compliance. Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. Force Majeure. Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. Formal Bids. In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. Hazardous Materials. If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. Timeliness. Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. Indemnity. County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. Patent Indemnity. Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. Sales and Use Tax. On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. Termination For Cause - Cancellation. The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. Termination For Convenience. The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. Warranty. Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. Disallowance. In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

COUNTY OF SAN DIEGO  
PURCHASE ORDER CONTINUED

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Phone No: 858-505-6351

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EACH ORDER DELIVERED MUST BE DOCUMENTED BY AN ITEMIZED INVOICE, SALES RECEIPT, DELIVERY TICKET OR PACKING SLIP AND BE LEFT WITH THE RECEIVING DEPARTMENT SHOWING THE UNIT AND EXTENDED PRICES AND ANY OTHER RELEVANT DETAILS FOR EACH ITEM ORDERED.

NOTE TO COUNTY DEPARTMENT:  
BPA NUMBER 550579 MUST BE RECORDED ON ALL DOCUMENTATION

END OF ORDER

**COUNTY OF SAN DIEGO**  
**STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. Acceptance: By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. Affirmative Action. If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. Assignment. This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. Cash Discounts. In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. Changes. County shall recognize no change to this order by Vendor without written approval.
7. Compliance With Laws. Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. Governing Law. This contract shall be construed and interpreted according to the laws of the State of California.
9. Delivery. Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. Food Products.
  - A. Package. Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
  - B. Compliance. Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. Force Majeure. Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. Formal Bids. In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. Hazardous Materials. If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. Timeliness. Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. Indemnity. County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. Patent Indemnity. Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. Sales and Use Tax. On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. Termination For Cause - Cancellation. The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. Termination For Convenience. The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. Warranty. Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. Disallowance. In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

County of San Diego  
**REQUEST FOR QUOTATION**  
THIS IS NOT AN ORDER

Date Issued: December 5, 2014

**QUOTATION DUE DATE:** December 23, 2014

**RFQ No.** 6725

**SUBMIT COMPLETED FORM WITH YOUR BUYNET RESPONSE, or MAIL, FAX, EMAIL OR DELIVER TO:**

County of San Diego  
Department of Purchasing and Contracting  
5560 Overland Avenue, Suite 270  
San Diego, CA 92123-1204

Quotations must be received in BuyNet or at the above address on or before 5:00 p.m. on the due date. **If mailed, the above RFQ No. must be included on the front of the envelope.**

**FOR INFORMATION, PLEASE CONTACT**

**Oscar Garcia**

Phone: (858) 505-6351  
Fax: (858) 715-6453  
oscar.garcia@sdcounty.ca.gov

**AWARD: Will be based on:**

- ☐ EACH ITEM ☒ EACH LOT  
☐ TOTAL PRICE  
☐ OTHER (SEE PRICING SCHEDULE)

**DESCRIPTION**

THE COUNTY OF SAN DIEGO, DEPARTMENT OF REGISTRAR OF VOTERS, HAS A REQUIREMENT FOR SEDAN AND MINI-VAN RENTALS IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN. SEE SCOPE OF WORK/SPECIFICATIONS AND PRICING SCHEDULE PAGES FOR DESCRIPTION.

AWARD WILL BE MADE ON AN "EACH LOT" BASIS. COUNTY RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS TO MULTIPLE VENDORS FOR "EACH LOT".

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED IN WRITING PRIOR TO THE CLOSE OF BUSINESS DECEMBER 12, 2014. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED AT THE DISCRETION OF THE COUNTY.

PLEASE ENTER YOUR QUOTATION PRICING ON BUYNET AND PROVIDE ATTACHMENTS TO BUYER THROUGH BUYNET, OR BY EMAIL, FAX, OR MAIL.

-NOTE: ALL VEHICLES OFFERED MUST BE IN GOOD RUNNING CONDITION AND NO OLDER THAN A 2010 MODEL.

Offeror acknowledges Addendum No. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

**BELOW TO BE COMPLETED BY OFFEROR**

**PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE INDICATED:** % days

**NAME AND ADDRESS OF OFFEROR (Type or Print)**

Penske Truck Leasing  
Offeror/Company Name  
8750 Production Ave  
Address  
San Diego, CA, 92121  
City, State, Zip  
(858) 549-0123  
Telephone Number  
www.pensketruckrental.com  
Website Address  
(858) 549-2928  
Fax Number

**NAME, TITLE & CONTACT INFORMATION OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)**

Favio Ortega  
Name of Authorized Representative  
Rental Sales Representative  
Title of Authorized Representative  
favio.ortega@penske.com  
Email Address  
(619) 504-2668  
Telephone Number of Authorized Representative  
[Signature]  
Signature of Authorized Representative  
2/25/15  
Date

**Evaluation and Award.** Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated by the County. This RFQ is an informal negotiated procurement process. Lowest price may not always be the sole criteria for award of an RFQ. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County. The County reserves the right to reject any or all quotations and to accept or reject any item(s) thereon, or waive any informality in the quotation. The County reserves the right to perform a pre-award survey of the offeror to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the offeror's prospective ability to perform the contract shall be conclusive. Any order resulting from this solicitation is subject to the County's Terms and Conditions of Purchase.

County of San Diego  
Department of Purchasing and Contracting  
**REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

**1. BUSINESS TYPE**

☐ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

**3.1. Are you a small business with:**

100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☐ Yes ☐ No

**3.2. Are you a local business with a physical address within the County of San Diego?** ☐ Yes ☐ No

**3.3. Are you certified by the State of California as a:**

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #:

☐ Small Business Enterprise (SBE)

Certification #:

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

**3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):** \_\_\_\_\_ %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and**

**4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and**

**4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and**

**4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.**

**4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.**

**4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).**

**4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.**

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

**6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and**

**6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and**

**6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.**

**7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).**

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: FANLO Ortega

Signature: [Signature]

Title: Vendor Sales Representative

Date: 2/25/15

Company/Organization: PEASKE TRUCK LEASING

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**

County of San Diego  
SCOPE OF WORK/SPECIFICATIONS

**REGISTRAR OF VOTERS (ROV)  
RENTAL VEHICLE REQUIREMENTS  
JANUARY 1, 2015 – JUNE 30, 2016  
(CARS & MINIVANS ONLY)**

**Required Specifications and Special information:**

1. One (1) consolidated invoice from each vendor after all vehicles are returned.
2. FULL TANK OF GAS UPON PICK UP OF VEHICLE. ROV will return vehicle with full tank, or at least the same amount of fuel at pick up time.
3. All vehicles must have automatic transmission.
4. Weekly rate is to be divided by 7 days to arrive at a daily rate.
5. Vendors may submit quotes for fewer vehicles than specified in this request for quotation. The County reserves the right to make multiple awards to multiple vendors on each "Lot." If the primary awarded vendor is unable to provide the required number of vehicles to the County, the County reserves the right to request required vehicles from vendors with the second, third, and/or fourth lowest quotes, respectively, until the County's requirements are met.
6. The County of San Diego is self-insured.
7. The County needs and requests unlimited mileage on all rentals.
8. All vehicles must have: power steering, power brakes, A/C, automatic transmission & AM/FM radio. They should also not be older than 2010.
9. The ROV vehicle coordinator, Laura Kelly @ 858-505-7304 (or MB Swikard @ 858-505-7349), will contact rental agencies for any additional vehicles needed, other than the ones listed below. These vehicles are to be delivered within 24-36 hours.
10. Estimated requirements are listed along with rental period.
11. **Note: all pricing submitted shall be firm fixed for either election.**
12. All vehicles may not be picked up on the start date and some, or all, may be returned before the end date.

Special Municipal Election			
QTY	Size of Vehicle	Pick Up Date	Estimated Weeks Needed
4	Mid-Size Sedan	Undetermined	9
1	Mini-Vans	Undetermined	9
6	Mini-Vans	Undetermined	4
4	Mid-Size Sedans	Undetermined	2
16	Mini-Vans (no exceptions)	Undetermined	1

Statewide Special Election			
QTY	Size of Vehicle	Pick Up Date	Estimated Weeks Needed
4	Mid-Size Sedans	Undetermined	14
4	Mid-Size Sedans	Undetermined	9
14	Mini-Vans	Undetermined	4
5	Mid-Size Sedans	Undetermined	2
35	Mini-Vans (no exceptions)	Undetermined	1

June 7, 2016 Presidential Primary Election				
QTY	Size of Vehicle	Pick Up Date	Return By Date	Estimated Weeks Needed
4	Mid-Size Sedans	3/7/16	6/10/16	14
4	Mid-Size Sedans	4/1/16	6/10/16	10
14	Mini-Vans	5/12/16	6/10/16	5
5	Mid-Size Sedans	5/27/16	6/10/16	2
35	Mini-Vans (no exceptions)	6/3/16	6/10/16	1

**Note:** At this time, the ROV cannot predict when any special elections may be called. The same estimates above, if not more, may be requested from January 1, 2015 – June 30, 2016.

County of San Diego  
PRICING SCHEDULE

ITEM NO.	LOT 1: DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	15' Trucks with lift gate	PER WEEK	\$ <u>485</u>	\$ <u>485</u>

ITEM NO.	LOT 2: DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	24' Trucks with lift gate	PER WEEK	\$ <u>645</u>	\$ <u>645</u>

ITEM NO.	LOT 3: DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Cargo Vans	PER WEEK	\$ <u>270</u>	\$ <u>270</u>

Company:

Penske Truck Leasing

Authorized Representative:

FAVIO ORTEGA

Authorized Representative Signature:

Favio

Phone:

(619) 564-2068

Email:

favio.ortega@penske.com



County of San Diego  
**TERMS AND CONDITIONS OF REQUEST FOR QUOTATION**

**RESPONSES:** Your response is due on the specified close date and time, local San Diego time. The BuyNet system time is the official time for responses submitted through the BuyNet system. The time stamp at the front desk of Purchasing and Contracting is the official time for responses delivered or submitted in person.

If responding through BuyNet, enter pricing information on the site and provide all required forms, documents, and additional information with your response. Documents may be uploaded to the site or submitted by alternate means before the due date.

If this system is for any reason unavailable for the entry of electronic responses, it is your responsibility to submit your response through an alternate means before the close date and time.

This is a request for information, and quotations furnished are not offers.

**PRICING:** The County may award a contract on the basis of initial quotations. Your price(s) should be the lowest possible for the RFQ requirements. Omit Sales and Use Taxes unless otherwise specified.

The Estimated Quantities in the Pricing Schedule are provided solely for evaluation of quotations. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

**DUTY TO INQUIRE:** Should the Offeror find discrepancies in or omissions from the RFQ, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror must at once notify the contracting officer, in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's website "BUYNET." It is the Offeror's responsibility to register for the corresponding commodity code and to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet website.

**CONFIDENTIAL/PROPRIETARY INFORMATION:** If confidential/proprietary is contained within the submission:

- 1) It must be submitted in a separate file or document marked as EXHIBIT-CONFIDENTIAL/PROPRIETARY
- 2) Responses to solicitation requirements that include the confidential/proprietary information, shall refer to the response contained within the EXHIBIT-CONFIDENTIAL/PROPRIETARY (for example: If submittal requirement #1 requires staff Social Security Numbers, the response to requirement #1 shall reflect "see response #1 contained within Exhibit-Confidential/Proprietary"); and
- 3) It must include a signed Indemnification Certification.

**NOTE:** As a Public Agency, the County of San Diego must adhere to the California Public Records Act, therefore pricing cannot be considered confidential/proprietary.

**TERMS OF RESULTING CONTRACTS:** Any purchase order issued as a result of an RFQ will contain the County's standard purchase order terms and conditions and any additional terms and conditions referenced in the RFQ.

**AVAILABILITY OF FUNDING:** The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662:** In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**FRANCHISE TAX BOARD WEBSITES:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)